

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION)	
FOR THE HEALING ARTS,)	
)	
Board,)	
)	
Vs.)	2000-000955
)	
DRUERY J. DIXON, M.D.,)	
)	
Licensee.)	

SETTLEMENT AGREEMENT

Druery J. Dixon, M.D. ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Dixon's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant § 621.045 RSMo. Supp. 1996.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee

knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administration Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, action, causes of action, fees, costs and expenses, and compensation, including any claims pursuant to § 536.087, RSMo. 1994, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives-- in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo. as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Druery J. Dixon, M.D. ("Licensee") is licensed by the Board as a physician and surgeon, License Number MDR8G07, which license was first issued June 12, 1987. Licensee's certificate of registration is current, and was current and active at all times mentioned herein.

3. At the time of the events alleged herein, Licensee worked as a family practice physician at the Family Clinic in West Plains, Missouri, and had staff privileges at the Ozark Medical Center in West Plains, Missouri.

4. Licensee provided care and treatment to patient J.S. after she became pregnant in early 1996. J.S.'s estimated date of confinement was October 8, 1996.

5. J.S. smoked half a pack of cigarettes daily during the pregnancy and also suffered from asthma and sinus problems for which Licensee provided treatment. J.S. had also given birth to a child who subsequently died of congenital heart disease soon after birth. Despite this history, Licensee did not consult another physician during the pregnancy of J.S.

6. On or about October 14, 1996, J.S. went into labor and was taken to the Ozark Medical Center.

7. At the time of her admission to the hospital, patient J.S. was dehydrated and required two liters of intravenous fluid.

8. During the early course of the labor, fetal heart monitors were placed on J.S. These monitors indicated various patterns including, at times, periods of variable deceleration in the fetal heart rate and, also, at times, periods of late deceleration in the fetal heart rate.

9. The presence of late decelerations in the fetal heart rate can be indicative of possible anoxia.

10. The presence of variable decelerations in the fetal heart rate can be indicative of possible cord compression problems.

11. Approximately four hours after being admitted to the hospital, J.S. had her membranes ruptured artificially by Licensee.

12. The rupture of the membranes revealed the presence of a thick, green meconium.

13. J.S. proceeded through a slow and long labor, which Licensee tried to expedite by the use of IV pitocin.

14. After a twenty-four hour first stage, a two hour second stage and a twenty-three minute third stage, J.S. was finally brought to the delivery room. At no point during the labor did Licensee consult another physician.

15. Licensee unsuccessfully attempted to deliver baby C.S. by the use of Simpson's forceps on two occasions. On the third attempt, Licensee successfully delivered baby C.S.

16. Baby C.S. was "floppy" for the first fifteen to thirty minutes after delivery and did not emit his first voluntary breath until fifteen minutes after delivery.

17. Baby C.S. suffered from a variety of problems after the delivery.

18. Despite the presence of the thick, green meconium and periods of variable and late decelerations of the fetal heart rate, Licensee did not attempt to speed up the delivery of the baby by performing a cesarean section and did not consult another physician, even though one was available.

19. Given the presentation of this case, the Board claims that the ~~standard~~ of care requires that an obstetrician should have been consulted early on in the labor when J.S. presented with dehydration, periods of late and variable decelerations in the fetal heart rate and the rupture of the membranes produced a thick, green meconium.

20. The Board claims Licensee's conduct in failing to consult an obstetrician and delivering baby C.S. by cesarean section was or might have been harmful or dangerous to the physical health of patient J.S. and baby C.S. and Licensee agrees that the Board could present evidence to support such claim.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Cause exists for the Board to take disciplinary action against Dixon's license pursuant to § 334.100.2(5) RSMo. Supp. 1996 which reads:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo., against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; . . .

2. Licensee's conduct, as established by the foregoing facts and claims, falls within the intendment of § 334.100.2(5) RSMo. Supp. 1996 as set forth above.

3. Cause exists for the Board to take disciplinary action against Licensee's license under § 334.100.2(5) RSMo. Supp. 1996, as set forth above.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo. 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. MDR8G07, issued to Licensee, is hereby PUBLICLY REPRIMANDED.

2. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Druery J. Dixon M.D. 6/12/01
Druery J. Dixon, M.D. Date

Tina Steinman 6/27/01
Tina Steinman Date
Executive Director

Michael J. Patton, Attorney 6/22/01
Michael J. Patton, Attorney Date
for Dr. Dixon

James O. Ertle 6/23/01
James O. Ertle Date
Assistant Attorney General